

SECTION 12. EMPLOYMENT PRACTICES COVERAGE

12.1. Employment Practices Coverage

The MMIA agrees to pay on behalf of a COVERED PARTY which has completed the qualifications for and has obtained an ENDORSEMENT with respect to Employment Practices Coverage those sums as part of the Ultimate Net Loss up to the LIMITS OF LIABILITY which the COVERED PARTY shall become obligated to pay by reason of liability imposed by law because of a covered Claim for Employment Practices, under Coverage C, to which this Coverage Section applies, caused by an Occurrence during the COVERAGE PERIOD. Coverage C for Employment Practices is subject to the per Occurrence sublimit Ultimate Net Loss and for the COVERAGE PERIOD as set forth in the DECLARATIONS.

12.2. Employment Practices Coverage Definitions

“Employment Practices” with respect to Coverage C means any act relating to a past, present, or prospective employee of a COVERED PARTY for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation; or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Employment Practices Coverage shall include coverage for Claims brought under state, local, or federal law, whether common or statutory, including but not limited to Equal Employment Opportunity Commission and Montana Human Rights Commission complaints alleging an Occurrence during the COVERAGE PERIOD. Employment Practices Coverage shall include, but is not limited to, coverage for allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder to the extent that the Claim alleges an act within the definition of Employment Practices and not otherwise excluded pursuant to this Memorandum:

- 12.2.1. Americans with Disabilities Act of 1992 (ADA) and ADA Amendments Act of 2008;
- 12.2.2. Civil Rights Act of 1991;
- 12.2.3. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
- 12.2.4. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;
- 12.2.5. Civil Rights Act of 1866, Section 1981; or
- 12.2.6. Fifth and Fourteenth amendments of the U.S. Constitution.

12.3. Employment Practices Coverage EXCLUSIONS

In addition to the EXCLUSIONS stated in Section 9 of this Memorandum, the following EXCLUSIONS apply to Employment Practices coverage provided by this Memorandum:

- 12.3.1. Any liability for Bodily Injury, Personal Injury, Property Damage, Automobile Liability, Professional Liability, Public Officials Errors and Omissions, Employee Benefit Liability, or Land Use Practices Liability.
- 12.3.2. Any liability arising out of Employment Practices where a COVERED PARTY has not completed the qualifications for and has not obtained an ENDORSEMENT with respect to Employment Practices coverage.
- 12.3.3. Any liability arising out of any Claim for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
- 12.3.4. Any liability arising out of any Claim for loss arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state or local law.
- 12.3.5. Any liability arising out of any Claim related to the modification of any building or property in order to make said building or property more accessible or accommodating to any disabled person. However, Damages from failure to make such an accommodation shall be a covered Employment Practice.
- 12.3.6. Any liability arising out of any Claim, other than a Claim alleging wrongful Employment Practices as defined under Section 12.2, for salary or hourly wages and benefits, back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated damages under federal, state, or local statute, rule or regulation.
- 12.3.7. Any liability arising out of the Employee Retirement Income Security Act of 1974, and any law amendatory thereof, or similar provisions of any federal, state or local statutory law or common law.
- 12.3.8. Any liability for failure to fund or to pay any principal or interest owed for any retirement, health or welfare benefit provided by a COVERED PARTY whether voluntarily or pursuant to any federal, state or local law, statute or ordinance.